

Exhibit C

(D)

Sagit Har Zion

מאת: Hadas Davidson
נשלח: 11:31 2014 27 يول**י**
אל: erez@nsclaw.co.il; Ami Hantman; Eyal Milman; Amir Cahaner
נושא: From Shetel Industries
קבצים מצורפים: Indemnification.docx

לעינוכם.

Regards,

Hadas Davidson
North and Latin America Desk Manager



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From: Markus Weitz [mailto:markus@adinimplants.com]
Sent: Saturday, July 26, 2014 1:52 AM
To: Hadas Davidson
Cc: Jeremy Frenkel
Subject: Fwd: what do you think? can I send this??

Hi Hadas. I hope all is well and that all at Adin are safe. Below is an agenda with comments from the very favorable negotiation meeting that we had in Israel. I was truly hoping to have received the close fit indemnification signed by now as we discussed at that meeting. We have been working with the San Diego Group and we are developing and sponsoring three 2-day courses which will use NobelActive™ if we cannot provide and sell Close-fit I have convinced them to push off going to print on the course brochure for another day or two but I will not be able to postpone it much longer. I am hoping you could expedite this . I have included the standard Indemnification language which I previously sent to you as an attachment.

The below terms were for negotiation only during our meeting:

1. Close fit indemnification clause Adin agreed to indemnify Shetel for Intellectual Property Exposure
2. Shetel has a right to sell Adin Implants under our name which we own. (of course we will not cover the adin name in packaging As you've outlined...) Agreed
3. Adin must represent FDA compliance Agreed
4. Failure for Adin to supply product is grounds for termination (ie. gold+plastic) Agreed

5. Ex works – packaging / shipping boxes need improvement Eyal suggested an secondary inner box and that he would take care of it from now on.

6. Warranty – Adin must accept exposure for legal caused by defects Agreed

7. Intellectual property – Adin owns what they develop. We own what we develop. Agreed.

8. We own our phone number and our website Agreed. We all agreed that I own Adinimplants.com , not Adin Israel and that Adin Israel owns the trademark of their name. Adin Israel is allowing Shetel to use their name. Upon Termination, it is clear that Adin Israel will not allow Shetel to continue using their name.

9. We maintain the right to assign and transfer our agreement with Adin with the sale of our business. Shetel agreed to give Adin the right to match an offer, should we decide to sell our business.

10. Line of credit (275k) needs to scale up with sales Agreed. Additionally, Eyal agreed to increase a separate line of credit for the Close-fit system when we begin stocking and selling it.

11. Price on toureg s. Close fit pricing??/package deal on close fit. I clearly stated in no uncertain terms that we cannot sustain a price increase and will not agree to a price increase on the toureg S line. I also suggested that once we get the indemnification signed , we are prepared and excited to carry the Close-fit but need to agree on Pricing. Eyal asked for competitor pricing which I asked our office to compile and will send next week. Eyal promised to review the pricing issues and further suggested I recommend a package deal for the close-fit which he would consider for early market saturation.

We suggest a similar deal that we have done for the original stock. Our current deals are:

- \$ [REDACTED] for implant with 4 pieces of metal and [REDACTED] free (effective price: [REDACTED])
- and \$ [REDACTED] for implant with 2 pieces of metal and [REDACTED] free (effective price: [REDACTED]).

We would suggest for the close fit:

- [REDACTED] for implant with 4 pieces of metal and [REDACTED] free (effective price: [REDACTED])
- and [REDACTED] for implant with 2 pieces of metal and [REDACTED] free (effective price: [REDACTED]).

12. We discussed new products – ie – mountless implants and improved packaging.

13. We discussed our needs for corporate support in marketing, meetings and trade shows.

Hadas – Please get back to me with the indemnification as soon as possible so we can proceed with the training courses – this is very exciting for us!! Please also review and let me know about all the rest – I am hopeful from our meeting that we are on the same page and can focus together on growing.

Warmest regards to Eyal, Ami and the rest of the team.

Moti